

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

YOEL BAUM,

Plaintiff,

vs.

RACHEL BROWN,
MENACHEM MENDEL BLUM

Defendants.

22 CV 03415

Case. No.

NOTICE OF REMOVAL

RECEIVED
CLERK OF COURT
2022 APR 27 AM 11:17

PLEASE TAKE NOTICE that Defendant Menachem Blum (“Defendant”) hereby removes this action pursuant to 28 U.S.C. §§ 1331, 1334, 1441, 1443 and 1446, 1452, from the Justice Court Town of Monroe, State of New York, County of Orange, to the United States District Court for the Southern District of New York. Defendant states as follows:

1. On or about December, 2022, plaintiff commenced an action in the Town of Monroe Justice Court, State of New York, Orange County, captioned *Yoel Baum v. Rachel Brown, and Menachem Mendel Blum*, Index No. 22010041. A true and correct copy of the Petition and Notice with exhibits is attached as **Exhibit 1**, which constitutes all pleadings and process in this action.
2. The Petition seeks money judgment and repossession of property through an illegal eviction.
3. On or about February 23, 2022, Defendant Rachel Brown filed a Bankruptcy Chapter 13.

4. On or about April 7, 2022, the Bankruptcy Court terminated the automatic stay as to this action. An appeal of the Bankruptcy court order terminating the stay was filed to this court on or about April 20, 2022.

5. Defendants have not made any filings in the state court action.

6. Within the last 30 days Defendant learned that the State Action was brought in order to discriminate against defendants and cause an illegal eviction, bared by the Fair Housing Act and such action preempted by federal statute.

7. Plaintiff State Court action raises questions under the Fair Housing Act among others, and requires the relief sought in this state court action to be be construed under federal law, i.e., whether the parties conduct violated or is protected under federal law among others.

8. Defendant believes the State Court Action is otherwise without merit.

9. Additionally, due to the pending Bankruptcy the defendants are unable to properly respond to the State Court Action as it would interfere with the Bankruptcy administration, and they may also lose their rights in being unable to timely respond. This action may severely impact and affect the Bankruptcy estate and administration.

10. The pending Bankruptcy appeal would in all likelihood become moot if the State Court action continues. This Action entails both Core and Non Core claims.

11. This Notice of Removal is being filed in the United States District Court for the Southern District of New York, the district in which the case is pending.

12. This Notice of Removal is timely filed under the relevant statutes.

13. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§28 U.S.C. §§ 1331, 1334, 1441, 1443 and 1446, 1452.

14. Defendant will provide plaintiff with prompt written notice of the filing of this Notice of Removal as required by the rules, and will file a copy of this Notice of Removal with the Clerk of the Justice Court Town of Monroe, Orange County, where the Petition was originally filed.

15. Based upon the foregoing, this Court has jurisdiction over this matter, and the actions and claims are properly removed to this Court. In filing this notice of removal, Defendants do not waive, and specifically reserve, all defenses, objections, denials, exceptions, rights, and motions. No statement herein or omission shall be deemed to constitute an admission by Defendants of any of the allegations of, or relief sought in, Plaintiff's pleadings.

WHEREFORE, Defendant removes this action from the Justice Court, Town of Monroe, State of New York, Orange County, (Index No. 22010041) to the United States District Court for the Southern District of New York.

Dated: April 25, 2022
Monroe, New York

Respectfully submitted,
MENACHEM BLUM



Menachem Blum
8 Ruzhin Rd, Unit 302
Monroe, New York 10950
(845) 662-3177
Defendant

EXHIBIT 1

IMPORTANT TO TENANT- If you are dependent on someone in the military service of the United States or the State of New York, advise the Court at the hearing in order to protect your rights.

JUSTICE COURT: TOWN OF MONROE
COUNTY OF ORANGE : STATE OF NEW YORK

-----X

HOLDOVER PROCEEDING

YOEL BAUM

NOTICE OF PETITION
EVICTON PROCEEDING

Petitioner,

-against-

Index No.:

Rachel Brown
Menachem Mendel Blum

(Tenants/Occupants/Respondents/undertenants)
And all other persons residing at

8 Ruzhin Rd. Apt # 302
Monroe, NY 10950

-----X

To the above Respondent(s)/undertenants/OCCUPANTS in possession of the premises hereinafter described or claiming possession thereof:

PLEASE TAKE NOTICE that a hearing of the annexed Petition to recover possession of said premises will be held on **JANUARY 12 2022 at 6:30pm in the EVENING of that day .** at the above Court **TOWN OF MONROE JUSTICE COURT at 1465 ORANGE TURNPIKE MONROE NY 10950** that on the annexed Petition which prays for a final judgment of eviction, awarding to Petitioner the possession of the premises used for **RESIDENTIAL** purposes, described

AS ALL ROOMS of 8 Ruzhin Rd. Apt # 302
Monroe, NY 10950

STATE OF NEW YORK, COUNTY OF ORANGE , as demanded in the Petition which you

must answer. Your answer may set forth any defense or counterclaim against Petitioner, unless such defense or counterclaim is precluded by law or prior agreement between the parties.


TAKE NOTICE the demand is made in the Petition for judgment against you for FAIR VALUE USE AND OCCUPANCY in the amount of \$1,740.00 monthly and any arrears thereto as well as ongoing use and occupancy.

PLEASE TAKE FURTHER NOTICE that your answer, if any, is required to be served upon the undersigned attorney for Petitioner at the time of the hearing if this Notice and Petition are served upon you at least ten (10) days before such hearing but not more than seventeen (17) days thereafter; if this Notice and Petition are not served upon you at least Ten (10) days before such hearing, then at the time of the aforesaid hearing you may answer the Petition orally or in writing, in addition thereto YOU MUST APPEAR BEFORE THE COURT at the time and place hereinabove set forth for the hearing. If after trial or hearing, judgment is rendered against you, the issuance of a warrant dispossessing you in the discretion of the court may be stayed for five (5) days from the date of such judgment.

PLEASE TAKE FURTHER NOTICE that if you fail to interpose and establish any defense that you may have to the allegations of the Petition, you may be precluded from asserting such defense of the claim on which it is based in other proceedings or actions as well.

PLEASE TAKE FURTHER NOTICE that if you fail to interpose and establish any defense that you may have to the allegations of the Petition, you may be precluded from asserting such defense of the claim on which it is based in other proceedings or actions as well.

Dated: Spring Valley, NY
December 16, 2021

BY: 
DESIREE WEISZ-EPSTEIN, ESQ
Attorneys for Petitioner
99 Union Rd, Office
Spring Valley, NY 10977
(845) 445-9186

JUSTICE COURT: TOWN OF MONROE
COUNTY OF ORANGE : STATE OF NEW YORK
-----X

HOLDOVER PROCEEDING

YOEL BAUM

PETITION

Petitioner,

-against-

Index No.:

Rachel Brown
Menachem Mendel Blum

(Tenants/Occupants/Respondents/undertenants)
And all other persons residing at

8 Ruzhin Rd. Apt # 302
Monroe, NY 10950

-----X

The petition of YOEL BAUM, Landlord of the of the premises respectfully shows, upon information and belief:

1. Petitioner, YOEL BAUM IS THE owner, and landlord of the premises hereinafter described and is entitled to possession of each and every part thereof.

2. The premises are described as follows:
FOR RESIDENTIAL PURPOSES, all rooms of

in the building known as 8 Ruzhin Rd. Apt # 302

Monroe, NY 10950 which is situated within the territorial jurisdiction of the City Court of the TOWN OF MONROE, County of Orange .

3. That the Respondents have been served with a **NINETY** day notice on **JUNE 30, 2021** that that their term has ended and that they are to vacate on or before **November 30 ,2021** The language of the termination is stated in the Notice of termination.

4. That the Respondents remain upon the subject premises pursuant to a month to month lease term as assigned and to be living in the subject premises and since continuously after the

expiration of the month to month term notice and occupy same without any permission whatsoever from the landlord or its authorized representative or if permission was granted to occupants it was revoked.

5. That the Notice of Termination, together with its proof of certified mail receipt, and /or Affidavit of service is annexed hereto and made a part hereof as Exhibit A.

6. Respondents-Occupants and Under Tenants-Occupants still occupy the subject premises.

7. A written 90 day Notice OF TERMINATION was duly served upon the Respondent, Undertenants/Occupants requiring them to vacate the premises by June 30 ,2021 . Said notice, together with its affidavit of service, is annexed hereto and made a part hereof as Exhibit A.

8. Respondents-Occupants and Under Tenants-Occupants still occupy the subject premises.

9. The Petitioner is authorized to maintain this proceeding

10. That the following are the rental arrears are outstanding:

December 1 2021 Use and Occupancy \$1,740.00

Total	\$1,740.00
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12. The Premises are not subject to the Rent Stabilization Law of 1969 as amended by Chapter 576 of the Laws of 1974 and the Omnibus Housing Act of 1983.

13. The grounds of this proceeding are as follows: Respondents'/Undertenants term has been terminated pursuant to the Notice(s) annexed hereto and made a part hereof, by reason of the grounds asserted therein.

14. That the Petitioner has served the Tenants Declaration of Hardship Form during the Covid Pandemic pursuant to the requirements of the Covid-19 Emergency Eviction and Foreclosure

prevention act of 2020, Act, Part C, Subpart A, Sections 1 and 4 and Administrative Orders, most recently AO 261/21 and with the landlords information served upon the Respondents on March 12, 2021 with certified mail number 7018004000076469905 by the Petitioner with form to return it to and no hardship form was signed or returned to the Petitioner.

WHEREFORE, the Petitioner respectfully requests final judgment awarding to the Petitioner possession of the premises, a money judgment for fair value use and occupancy in the amount of \$1,740.00 monthly, arrears in the amount of \$1,740.00 through December 1, 2021 as well as ongoing use and occupancy, costs and disbursements of these proceedings and for a warrant to issue forthwith, together with such other and further relief as this Court may deem just and proper.

DATED: Spring Valley, New York
December 16, 2021

YOEL BAUM, Landlord, Petitioner


VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

The undersigned attorney for Petitioner, hereby affirms under penalty of perjury and pursuant to CPLR 2106 that the deponent has read the petition, and that the contents of the petition are true to the deponent's own knowledge, except as to those matters which are alleged upon information and belief, and as to such matters the deponent believes them to be true; that the deponent is the attorney for the aforesaid Petitioner; and that the grounds of my belief as to all matters which are alleged upon information and belief, and as to such matters the deponent believes them to be true; that the deponent is the attorney for the aforesaid Petitioner, and that the grounds of my belief as to all matters not stated upon my knowledge are conversations with agents of and books and records of the Petitioner. This affirmation is made pursuant to RPAPL 741.

Moreover that the attorney has not received a copy of the signed hardship declaration form (Covid) as served upon the respondents nor has the Petitioner upon my conversations with the Petitioner.

Dated: December 16, 2021


A handwritten signature in black ink, consisting of a stylized 'D' and 'W' followed by a long horizontal stroke.

Desiree Weisz-Epstein, Esq.

**NOTICE TO VACATE AND TERMINATE MONTH TO
MONTH TENANCY**

TO: Rachel Brown
Menachem Mendel Blum
(Tenants/Occupants)
And all other persons residing at
8 Ruzhin Rd. Apt # 302
Monroe, NY 10950

PLEASE TAKE NOTICE that currently you are month to month tenants/occupants at the premises and the landlord has elected not to renew your month to month lease that commenced on or about **June 1 2008** and between you and Esther G.Baum, the landlord of the above mentioned premises.

PLEASE TAKE NOTICE that the undersigned owner and landlord hereby elects to, and does, terminate as of **June 30 2021** your tenancy and/or occupancy, and that of all those claiming under you, with respect to the premises known as **8 Ruzhin Road, Apt # 302 Monroe NY 10950** which will be **more than 90 days** from the date of this notice.

PLEASE TAKE FURTHER NOTICE that you are required to vacate and surrender possession and all items surrounding the premises on or before **June 30, 2021** a date not less than **ninety days** from the date of this notice which will be the last day of your lease. If you fail to vacate or surrender the premises, the landlord will commence summary proceedings to evict you, in which event you may be responsible for be liable for legal fees and court costs in connection with the enforcement of this notice as well as any past arrears and for use and occupancy and ongoing use and occupancy through the date that you vacate the premises at the rate of **\$1,740.00** a month through date of dispossession.

DATED: March 8, 2021
Spring Valley, NY

BY: _____


ESTHER BAUM THE LANDLORD

*Questions concerning this matter may be directed to our attorney: Desiree Weisz-Epstein, AT 99 Union
Road, Office, Spring Valley, NY 10977, 845-445-9186*



NOTICE TO TENANT:

If you have lost income or had increased costs during the COVID-19 pandemic, or moving would pose a significant health risk for you or a member of your household due to an increased risk for severe illness or death from COVID-19 due to an underlying medical condition, and you sign and deliver this hardship declaration form to your landlord, you cannot be evicted until at least May 1, 2021 for nonpayment of rent or for holding over after the expiration of your lease. You may still be evicted for violating your lease by persistently and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

If your landlord has provided you with this form, your landlord must also provide you with a mailing address and e-mail address to which you can return this form. If your landlord has already started an eviction proceeding against you, you can return this form to either your landlord, the court, or both at any time. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid rent to your landlord. You should also keep careful track of what you have paid and any amount you still owe.

For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Rent relief may be available to you, and you should contact your local housing assistance office.



Index Number (if known/applicable): _____

County and Court (if known/applicable): _____

TENANT'S DECLARATION OF HARDSHIP DURING THE COVID-19 PANDEMIC

I am a tenant, lawful occupant, or other person responsible for paying rent, use and occupancy, or any other financial obligation under a lease or tenancy agreement at (address of dwelling unit):

YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION PROTECTION BY SELECTING OPTION "A" OR "B", OR BOTH.

☐ A. I am experiencing financial hardship, and I am unable to pay my rent or other financial obligations under the lease in full or obtain alternative suitable permanent housing because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

To the extent that I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

- ☐ B. Vacating the premises and moving into new permanent housing would pose a significant health risk because I or one or more members of my household have an increased risk for severe illness or death from COVID-19 due to being over the age of sixty-five, having a disability or having an underlying medical condition, which may include but is not limited to being immunocompromised.

I understand that I must comply with all other lawful terms under my tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by my tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment against me. I further understand that my landlord may be able to seek eviction after May 1, 2021, and that the law may provide certain protections at that time that are separate from those available through this declaration.

Signed: _____

Printed name: _____

Date signed: _____

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.

Please return your form to Landlord

Landlord Y BAUM

559 WEST CENTRAL AVE
Monsey, NY 10952

P: 845.7461386
E: jboelbaum9@gmail.com

Devuelva su formulario al propietario

Propietario y dirección postal _____

Número de teléfono del propietario _____

Dirección de correo electrónico del propietario _____

Greetings

Below is a list of legal services agencies that can assist you with your matter

A continuación se muestra una lista de agencias de servicios legales que pueden ayudarlo con su asunto.

Legal Aid Society

Lawyer in Goshen, New York
Address: 14 Scotchtown Ave, Goshen, NY 10924
Phone: (845) 291-2454

Legal Services of the Hudson Valley

Address: 1 Corwin Ct Suite 102, Newburgh, NY 12550
Phone: (845) 569-9110

AFFIDAVIT OF SERVICE**COUNTY OF****ESTHER BAUM,**

Plaintiff(s)/Petitioners(s)

- AGAINST -**RACHEL BROWN, ET AL.,**

Defendant(s) / Respondent(s)

CLIENT: WEISZ EPSTEIN**FF/INDEX #:****DATE FILED****DOCKET #:****PRESIDING:****COURT D/T: 6/30/21****AMOUNT:****STATE OF NEW YORK, COUNTY OF ORANGE ss:**

THE UNDERSIGNED DEPONENT BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION AND IS OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on **3/12/21** at **1:25 PM** at **8 RUZHIN ROAD, APT. #302, MONROE, NY 10950**

deponent served the within **NOTICE TO VACATE AND TERMINATE MONTH TO MONTH TENANCY (90 DAY)**

on **MENACHEM MENDEL BLUM**

therein named

SUITABLE AGE

By delivering a true copy thereof to and leaving with **JANE DOE (REFUSED NAME), CO-OCCUPANT** a person of suitable age and discretion, the said premises being the defendants - respondents



dwelling place



place of business



last known address

within the State of New York



AND AT THE SAME TIME PAYING IN ADVANCE

THE AUTHORIZED FEE

DESCRIPTION

Deponent describes the individual served as follows:

FEMALE, WHITE SKIN, COVERED HAIR, 70-75 YRS., 5'5"-5'6", 140-150 LBS.

Other identifying features:

MAILING

Deponent completed said service under the last two sections by depositing a copy of the above named process in a postpaid properly addressed envelope in an official depository under the exclusive care and custody of the United States Post Office in the State of New York, addressed to the defendant in an envelope bearing the legend "Personal and Confidential" and not indicating on the outside of the envelope that the communication is from an attorney

Mailed on: **3/12/21 FIRST CLASS & CERTIFIED #7020 1290 0000 9304 1110**

at his last known residence



at his place of business



at his last known address

Address confirmed by:

MILITARY SERVICE

I asked the person spoken to whether defendant / respondent was in active military service or financially dependant upon anyone who is in the military service of the United States or of the State of New York in any capacity whatsoever and received a negative reply. Defendant / respondent wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant / respondent is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on: **3/15/2021**

JoAnn Johnson
 JO-ANN JOHNSON
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN ORANGE COUNTY
 COMMISSION EXPIRES AUGUST 15, 20__
 01JO6031866

KATHLEEN GOULD
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN ORANGE COUNTY
 COMMISSION EXPIRES NOVEMBER 30, 20__
 01GO4932958

JOHN GOULD
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN ORANGE COUNTY
 COMMISSION EXPIRES JULY 15, 20__
 01GO6013764

Paul Colalucia
 PAUL COLALUCIA

AFFIDAVIT OF SERVICE**COUNTY OF****ESTHER BAUM,**

Plaintiff(s)/Petitioner(s)

- AGAINST -**RACHEL BROWN, ET AL.,**

Defendant(s) / Respondent(s)

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on **RACHEL BROWN**

therein named

SUITABLE AGE

By delivering a true copy thereof to and leaving with **JANE DOE (REFUSED NAME), CO-OCCUPANT** a person of suitable age and discretion, the said premises being the defendants - respondents



dwelling place



place of business



last known address

within the State of New York



AND AT THE SAME TIME PAYING IN ADVANCE

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Mailed on: **3/12/21 FIRST CLASS & CERTIFIED #7020 1290 0000 9304 1127**

at his last known residence



at his place of business



at his last known address

Address confirmed by:

MILITARY SERVICE

I asked the person spoken to whether defendant / respondent was in active military service or financially dependant upon anyone who is in the military service of the United States or of the State of New York in any capacity whatsoever and received a negative reply. Defendant / respondent wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant / respondent is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on: **3/15/2021**

PAUL COLALUCA

JoAnn Johnson
JO-ANN JOHNSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES AUGUST 15, 20__
01JO5031856

KATHLEEN GOULD
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES NOVEMBER 30, 20__
01GO4632958

JOHN GOULD
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES JULY 15, 20__
01GO5013764

JUSTICE COURT OF THE TOWN OF MONROE
COUNTY OF ORANGE: STATE OF NEW YORK

-----X

JOEL BAUM

Index No.

Petitioner- Landlord

-against-

Affidavit of Petitioner

RACHEL BROWN

Respondent-Tenant

MENACHEM MENDEL BLUM

UNDERTENANT/OCCUPANT


8 RUZHIN ROAD, apt 302
MONROE NY 10950

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STATE OF NEW YORK,
COUNTY OF ROCKLAND, ss.

JOEL BAUM being duly affirmed, says under penalties of perjury:

1. That the Petitioner's process server, orange paper plus, served the Tenant's hardship Notice with the Declaration of Hardship during the Covid Pandemic inclusive on where to return the form via email or mail together with a list of legal services on the petitioner's behalf on the Respondents on March 17, 2021. That the process server has included such information in the affidavit of service of the notice of termination.
2. At the time of the filing this Petition either I nor my attorney or any other agent acting on my behalf, have received a hardship declaration from the Respondent or any other tenant or occupant of the dwelling unit that is the subject of the proceeding.


JOEL BAUM, OWNER/LANDLORD

Subscribed and sworn to before me
On 15th of December, 2021


Notary Public

MOSHÉ E. MAJIK
Notary Public, State of New York
No. 4981979
Qualified in Rockland County
Commission Expires Feb 12, 2022

NOTICE TO RESPONDENT TENANT

DURING THE CORONAVIRUS EMERGENCY,
YOU MIGHT BE ENTITLED BY LAW TO SPECIAL
DEFENSES AND PROTECTIONS RELATING TO
EVICTIONS.

PLEASE CONTACT YOUR ATTORNEY
IMMEDIATELY FOR MORE INFORMATION.

IF YOU DON'T HAVE AN ATTORNEY, PLEASE

VISIT

www.nycourts.gov/evictions/outside-nyc/

INDEX NO.:
JUSTICE COURT: TOWN OF MONROE
COUNTY OF ORANGE: STATE OF NEW YORK

YOEL BAUM

Petitioner,

-against-

**Rachel Brown
Menachem Mendel Blum**

(Tenants/Occupants/Respondents/undertenants)
And all other persons residing at

**8 Ruzhin Rd. Apt # 302
Monroe, NY 10950**

=====

PETITION AND NOTICE OF PETITION

=====

**DESIREE WEISZ-EPSTEIN,
Attorney for Petitioner
99 Union Rd, Office
Spring Valley, NY 10977
(845)445-9186
EMAIL DESI@SVGNY.COM**



NOTICE TO TENANT:

If you have lost income or had increased costs during the COVID-19 pandemic, or moving would pose a significant health risk for you or a member of your household due to an increased risk for severe illness or death from COVID-19 due to an underlying medical condition, and you sign and deliver this hardship declaration form to your landlord, you may be protected from eviction until at least January 15, 2022 for nonpayment of rent or for holding over after the expiration of your lease. If your landlord files an eviction against you and you provide this form to the landlord or the court, the eviction proceedings will be postponed until January 15, 2022 unless your landlord moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the eviction proceeding will be postponed until after January 15, 2022. While the eviction proceeding is postponed, you may remain in possession of your unit. You may still be evicted for violating your lease by intentionally causing significant damage to the property or persistently and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

If your landlord has provided you with this form, your landlord must also provide you with a mailing address and e-mail address to which you can return this form. If your landlord has already started an eviction proceeding against you, you can return this form to either your landlord, the court, or both at any time. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid rent to your landlord. You should also keep careful track of what you have paid and any amount you still owe.

For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Financial assistance may be available to you, even if you have not qualified for assistance in the past. You should contact your local housing assistance office or the Office of Temporary and Disability Assistance (OTDA) for application information.



Index Number (if known/applicable): _____

County and Court (if known/applicable): _____

TENANT'S DECLARATION OF HARDSHIP DURING THE COVID-19 PANDEMIC

I am a tenant, lawful occupant, or other person responsible for paying rent, use and occupancy, or any other financial obligation under a lease or tenancy agreement at (address of dwelling unit):

YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION PROTECTION BY SELECTING OPTION "A" OR "B", OR BOTH.

- ☐ A. I am experiencing financial hardship, and I am unable to pay my rent or other financial obligations under the lease in full or obtain alternative suitable permanent housing because of one or more of the following:
1. Significant loss of household income during the COVID-19 pandemic.
 2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
 3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
 4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

- ☐ B. Vacating the premises and moving into new permanent housing would pose a significant health risk because I or one or more members of my household have an increased risk for severe illness or death from COVID-19 due to being over the age of sixty-five, having a disability or having an underlying medical condition, which may include but is not limited to being immunocompromised.

I understand that I must comply with all other lawful terms under my tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by my tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment against me. I further understand that my landlord may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any proceedings regarding my tenancy. I further understand that my landlord may be able to seek eviction after January 15, 2022, and that the law may provide certain protections at that time that are separate from those available through this declaration.

Signed: _____

Printed name: _____

Date signed: _____

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.

Please return your form to Landlord

Landlord Y BAUM

559 WEST CENTRAL AVE
Monsey, NY 10952

P: 845.7461386
E: jboelbaum9@gmail.com

Devuelva su formulario al propietario

Propietario y dirección postal _____

Número de teléfono del propietario _____

Dirección de correo electrónico del propietario _____

Greetings

Below is a list of legal services agencies that can assist you with your matter

***A continuación se muestra una lista de agencias de servicios
legales que pueden ayudarlo con su asunto.***

Legal Aid Society

Lawyer in Goshen, New York
Address: 14 Scotchtown Ave, Goshen, NY 10924
Phone: (845) 291-2454

Legal Services of the Hudson Valley

Address: 1 Corwin Ct Suite 102, Newburgh, NY 12550
Phone: (845) 569-9110